

**AMENDMENT No. 3 TO AGREEMENT  
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 2nd of March, 2004, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Luhdorff & Scalmanini (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional services related to the Well Upgrade Program, (Project No. 7076) on May 7, 2002, and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide additional well construction support, construction inspection and testing services on April 15, 2003.

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide additional well design services and construction support services to drill the production well 120 feet deeper than design on August 5, 2003.

WHEREAS, the parties now desire to amend the Agreement to allow CONSULTANT to provide additional construction inspection during well drilling and development pumping, spinner survey analysis, and design modifications to accommodate building configurations.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The second sentence in Section 2, entitled "Term" is amended to read:

This agreement shall terminate on May 1, 2004, unless otherwise terminated or extended pursuant to this Agreement.

2. Section 3, entitled "Scope of CONSULTANT'S Duties and Services" is amended by adding Exhibit "A-3", entitled "Construction Support Assistance" which are attached hereto and incorporated by reference herein.
3. Section 4, entitled "Payment by City: Time and Manner of Payment" is amended to add Exhibit "B-3", "Construction Support Assistance" which is attached hereto and incorporated by reference herein. Section 4 is further amended by adding the following to the end of the Section:

The compensation for the additional services is set forth in Exhibit "A-3" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "B-3" shall not exceed \$10,000.00.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 12, entitled "Insurance" of the Agreement dated May 7, 2002, between Luhdorff & Scalmanini and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
City Engineer  
as to content

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney as to Form

ATTESTED BY:

\_\_\_\_\_  
City Clerk



LUHDORFF & SCALMANINI  
CONSULTING ENGINEERS

GROUND-WATER RESOURCES  
HYDROLOGY • DEVELOPMENT • MANAGEMENT

February 6, 2004  
File No. 02-2-041A

 **DRAFT**

Mr. Steve Erickson, P.E.  
City of Milpitas  
453 E. Calaveras Blvd.  
Milpitas, CA 95035

**SUBJECT: PROPOSED AGREEMENT AMENDMENT A-3  
CITY OF MILPITAS CURTIS AVENUE WELL**

Dear Mr. Erickson:

Luhdorff and Scalmanini, Consulting Engineers (LSCE) proposes an amendment to our existing design services agreement with the City of Milpitas for the Curtis Avenue Well because of changes in project scope and additional inspection time required. Items that required additional inspection or analysis are described below and a cost break down of each of these tasks is attached.

- 1) Due to difficulties during the drilling and construction of the conductor casing, LSCE inspectors performed inspection for several additional days. It was projected that this phase would be completed in six days. It took ten (24 hour) days for the drilling, construction and sealing of the conductor casing.
- 2) LSCE spent three additional days inspecting the well development pumping. The flowing conditions in the well, the Contractor was unable to "surge" the well effectively or use chemicals that are typically used to clean the gravel envelope of drilling fluids. The Contractor was therefore required, at his expense, to perform additional well development until the conditions of the contract for sand and efficiency were obtained. LSCE was monitoring the Contractor's progress and conducting compliance testing on the City's behalf.
- 3) LSCE witnessed and performed analysis of the spinner survey that was conducted in the completed well, which was not part of the original scope of work. This increased our budget by one additional day.
- 4) LSCE provided design modifications to the surface completion to accommodate several potential building configurations. LSCE also provided construction inspection of these modifications.

Mr. Steve Erickson  
February 6, 2004  
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Our current contract amount is \$60,425 of which we have billed \$59,324.86 to date. The additional items above for your consideration total \$9,096.31. We are therefore requesting an additional \$7,996.17 for additional services that were required to complete this project and have attached a final invoice for the amount of \$9,096.31 to reflect all outstanding services for this project.

LSCE has completed all construction work associated with the completion of the Curtis Park Well, including the completion of a summary report and as-built records. If you have any questions or require additional information, we will be pleased to respond.

Sincerely,

LUHDORFF AND SCALMANINI,  
CONSULTING ENGINEERS

Lawrence H. Ernst  
Senior Hydrogeologist

## PROJECT ESTIMATE WORKSHEET

CLIENT: City of Milpitas  
 PROJECT: Curtis Avenue Well  
 FILE NUMBER: 02-2-041  
 DATE: 02/06/04  
 ESTIMATE BY: LHE

LUHDORFF AND SCALMANINI  
 Consulting Engineers  
 500 First Street  
 Woodland, California 95695

**TASK DESCRIPTION:** Conductor Casing Inspection

	Hourly Rate	Estimated Hours	Estimated Cost	
<b>PROFESSIONAL STAFF*:</b>				
Senior Principal	\$190.00			
Principal Professional	\$127.00			
Project Manager	\$122.00			
Senior Professional	\$118.00	8	\$944.00	
Project Professional	\$92.00			
Staff Professional	\$78.00	36	\$2,808.00	
Engineering Inspector	\$80.00			
Engineering Assistant	\$68.00			
<b>TECHNICAL STAFF:</b>				
Technician	\$68.00			
GW Sampling Equipment ( including operator )	\$110.00			
ACAD Drafting	\$72.00			
Standard Drafting	\$60.00			
<b>CLERICAL STAFF:</b>				
Clerical	\$40.00			
<b>TOTAL LABOR</b>			<u>\$3,752.00</u>	\$3,752.00
<b>DIRECT EXPENSES:</b>				
Ground Travel (miles)	@	\$0.45		
Air Travel (hours)	@	\$260.00		
Subsistence (overnight)	3 @	\$90.00	\$270.00	
Subsistence (days)	@	\$30.00		
Miscellaneous Supplies(+15%)				
Data Loggers (each/day)	@	\$25.00		
<b>Total LSCE Expenses</b>			<u>\$270.00</u>	
<b>OUTSIDE SERVICES</b>				
1.				
2.				
Overhead (15%)				
<b>Total Outside Services</b>			<u></u>	
<b>TOTAL DIRECT EXPENSE</b>			<u>\$270.00</u>	\$270.00
<b>TOTAL PRICE FOR TASK</b>				<u>\$4,022.00</u>

\* Professional Staff: Engineer, Hydrologist, Hydrogeologist, Geologist

## PROJECT ESTIMATE WORKSHEET

CLIENT: City of Milpitas  
 PROJECT: Curtis Avenue Well  
 FILE NUMBER: 02-2-041  
 DATE: 02/06/04  
 ESTIMATE BY: LHE

LUHDORFF AND SCALMANINI  
 Consulting Engineers  
 500 First Street  
 Woodland, California 95695

**TASK DESCRIPTION:** Additional Well Development Inspection

	Hourly Rate	Estimated Hours	Estimated Cost	
<b>PROFESSIONAL STAFF*:</b>				
Senior Principal	\$190.00			
Principal Professional	\$127.00			
Project Manager	\$122.00			
Senior Professional	\$118.00			
Project Professional	\$92.00			
Staff Professional	\$78.00	20	\$1,560.00	
Engineering Inspector	\$80.00			
Engineering Assistant	\$68.00			
<b>TECHNICAL STAFF:</b>				
Technician	\$68.00			
GW Sampling Equipment ( including operator )	\$110.00			
ACAD Drafting	\$72.00			
Standard Drafting	\$60.00			
<b>CLERICAL STAFF:</b>				
Clerical	\$40.00			
<b>TOTAL LABOR</b>			<u>\$1,560.00</u>	\$1,560.00
<b>DIRECT EXPENSES:</b>				
Ground Travel (miles)	203	@ \$0.45	\$91.17	
Air Travel (hours)		@ \$260.00		
Subsistence (overnight)		@ \$90.00		
Subsistence (days)		@ \$30.00		
Miscellaneous Supplies(+15%)				
Data Loggers (each/day)		@ \$25.00		
<b>Total LSCE Expenses</b>			<u>\$91.17</u>	
<b>OUTSIDE SERVICES</b>				
1.				
2.				
Overhead (15%)				
<b>Total Outside Services</b>				
<b>TOTAL DIRECT EXPENSE</b>			<u>\$91.17</u>	\$91.17
<b>TOTAL PRICE FOR TASK</b>				<u>\$1,651.17</u>

\* Professional Staff: Engineer, Hydrologist, Hydrogeologist, Geologist

## PROJECT ESTIMATE WORKSHEET

CLIENT: City of Milpitas  
 PROJECT: Curtis Avenue Well  
 FILE NUMBER: 02-2-041  
 DATE: 02/06/04  
 ESTIMATE BY: LHE

LUHDORFF AND SCALMANINI  
 Consulting Engineers  
 500 First Street  
 Woodland, California 95695

**TASK DESCRIPTION:** Surface Completion

	Hourly Rate	Estimated Hours	Estimated Cost	
<b>PROFESSIONAL STAFF*:</b>				
Senior Principal	\$190.00			
Principal Professional	\$127.00			
Project Manager	\$122.00			
Senior Professional	\$118.00	8	\$944.00	
Project Professional	\$92.00			
Staff Professional	\$78.00	4	\$312.00	
Engineering Inspector	\$80.00			
Engineering Assistant	\$68.00			
<b>TECHNICAL STAFF:</b>				
Technician	\$68.00			
GW Sampling Equipment ( including operator )	\$110.00			
ACAD Drafting	\$72.00			
Standard Drafting	\$60.00			
<b>CLERICAL STAFF:</b>				
Clerical	\$40.00			
<b>TOTAL LABOR</b>			<u>\$1,256.00</u>	\$1,256.00
<b>DIRECT EXPENSES:</b>				
Ground Travel (miles)	@	\$0.45		
Air Travel (hours)	@	\$260.00		
Subsistence (overnight)	1 @	\$90.00	\$90.00	
Subsistence (days)	@	\$30.00		
Miscellaneous Supplies(+15%)				
Data Loggers (each/day)	@	\$25.00		
<b>Total LSCE Expenses</b>			<u>\$90.00</u>	
<b>OUTSIDE SERVICES</b>				
1.				
2.				
Overhead (15%)				
<b>Total Outside Services</b>			<u></u>	
<b>TOTAL DIRECT EXPENSE</b>			<u>\$90.00</u>	\$90.00
<b>TOTAL PRICE FOR TASK</b>				<u>\$1,346.00</u>

\* Professional Staff: Engineer, Hydrologist, Hydrogeologist, Geologist

## PROJECT ESTIMATE WORKSHEET

CLIENT: City of Milpitas  
 PROJECT: Curtis Avenue Well  
 FILE NUMBER: 02-2-041  
 DATE: 02/06/04  
 ESTIMATE BY: LHE

LUHDORFF AND SCALMANINI  
 Consulting Engineers  
 500 First Street  
 Woodland, California 95695

TASK DESCRIPTION: Spinner Survey

	Hourly Rate	Estimated Hours	Estimated Cost	
<b>PROFESSIONAL STAFF*:</b>				
Senior Principal	\$190.00			
Principal Professional	\$127.00			
Project Manager	\$122.00			
Senior Professional	\$118.00	2	\$236.00	
Project Professional	\$92.00			
Staff Professional	\$78.00	8	\$624.00	
Engineering Inspector	\$80.00			
Engineering Assistant	\$68.00			
<b>TECHNICAL STAFF:</b>				
Technician	\$68.00			
GW Sampling Equipment ( including operator )	\$110.00			
ACAD Drafting	\$72.00			
Standard Drafting	\$60.00			
<b>CLERICAL STAFF:</b>				
Clerical	\$40.00			
<b>TOTAL LABOR</b>			<u>\$860.00</u>	\$860.00
<b>DIRECT EXPENSES:</b>				
Ground Travel (miles)	260	@ \$0.45	\$117.00	
Air Travel (hours)		@ \$260.00		
Subsistence (overnight)		@ \$90.00		
Subsistence (days)		@ \$30.00		
Miscellaneous Supplies(+15%)				
Data Loggers (each/day)		@ \$25.00		
<b>Total LSCE Expenses</b>			<u>\$117.00</u>	
<b>OUTSIDE SERVICES</b>				
1.				
2.				
Overhead (15%)				
<b>Total Outside Services</b>				
<b>TOTAL DIRECT EXPENSE</b>			<u>\$117.00</u>	\$117.00
<b>TOTAL PRICE FOR TASK</b>				<u>\$977.00</u>

\* Professional Staff: Engineer, Hydrologist, Hydrogeologist, Geologist